

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO

SAFECO INSURANCE COMPANY,	)	No. 05:09-cv-00552-BYP
	)	
Plaintiff,	)	
v.	)	
	)	MAGISTRATE JUDGE
W.G. FAIRFIELD COMPANY, an Ohio	)	BENITA Y. PEARSON
corporation, and	)	
LJB BUILDING COMPANY, an Ohio	)	
corporation, AND DANIEL BLEND,	)	
Individually,	)	<b>AGREED JUDGMENT ORDER</b>
	)	
Defendants,	)	

This matter coming before the court by agreement between the parties and pursuant to Settlement Agreement and Release ("Agreement") between Plaintiff Safeco Insurance Company of America ("Safeco"), and Defendants The W.G. Fairfield Company ("WGF") and LJB Building Company ("LJB") (collectively referenced as "Corporate Defendants") of February 26 2010, the parties agreed to the following facts and instant Agreed Judgment Order (hereinafter "Corporate Agreed Judgment Order") as more fully stated below:

**A. FINDINGS OF FACT:**

1. On February 26, 2010, Safeco, Blend and the remaining Defendants in the above-referenced matter entered into a Settlement Agreement and Release ("Agreement"). Said Agreement is attached hereto and incorporated herein by reference as Exhibit A.
2. Pursuant to said Agreement, Safeco and Corporate Defendants agreed, *inter alia*, to the following provisions contained within said Agreement:

**Corporate Defendants Agreed Judgment Order.** Irrespective of the settlement payments to be made pursuant to the instant Agreement and as further referenced in paragraph 2 above, Defendants WGF and LJB ("Corporate Defendants") agree to the entry of an Agreed Judgment Order (hereinafter "Corporate Agreed Judgment Order" attached hereto and incorporated herein as Exhibit "C") at any time after the execution of the instant Agreement against both of them, jointly and severally, in the amount of \$1,700,000.00, to be executed by WGF and LJB contemporaneously with the execution

of the instant Agreement, said Corporate Agreed Judgment Order to be presented by Safeco to the Court in the above-referenced matter for entry thereof. However, no portion of the \$200,000.00 to be paid pursuant to Paragraph 2 above, whether from Blend's personal funds and/or of non-bonded receivables from either Corporate Defendant, shall operate as a credit and/or setoff for the \$1,700,000.00 Judgment against the Corporate Defendants.

**IT IS HEREBY ORDERED:**

1. Pursuant to the above-referenced Agreement, and based upon the above-referenced findings of fact, judgment is hereby entered against Corporate Defendants and in favor of Safeco in the initial amount of \$1,700,000.00, plus post-judgment interest accruing after the date of the instant Agreed Judgment Order.

2. This Agreed Judgment Order shall serve as a judgment lien against all assets owned, or which any one or more of the Corporate Defendants have an interest in.

3. Any and all provisions of the instant Corporate Agreed Judgment Order shall be interpreted consistent with the Agreement of February 26, 2010 and the Indemnity Agreement(s) between Safeco and Indemnitors, and none of the provisions of the instant Corporate Agreed Judgment Order shall be deemed as modifying, limiting, retracting, eliminating or otherwise rendering null and void any provisions of the Agreement of February 26, 2010 and the Indemnity Agreement(s) between Safeco and Corporate Defendants.

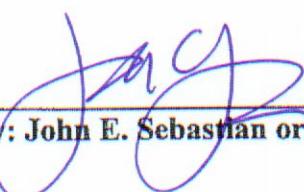
**ENTERED**

**Dated:** March 15, 2010

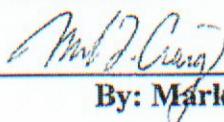
**BY:** s/ Benita Y. Pearson  
Honorable Benita Y. Pearson

**Order Agreed to By and Between**

**Attorney For Safeco Insurance Company**

  
By: John E. Sebastian or Jason P. Yanchar

**Attorney For The W.G. Fairfield  
Company, L.J.B. Building Company and  
Daniel Blend**

  
By: Mark F. Craig